

STATE OF FLORIDA)
)
COUNTY OF ORANGE)

QUITCLAIM DEED

FOR

AREA C SOUTHEAST

THIS INDENTURE, made this _____ day of _____ 2004, between the UNITED STATES OF AMERICA, acting by and through the Secretary of the Navy, Naval Facilities Engineering Command, Southern Division, whose address is 2155 Eagle Drive, North Charleston, South Carolina 29406 (hereinafter called "GRANTOR") and _____ located at _____ (hereinafter called "GRANTEE).

WITNESSETH:

NOW THEREFORE, pursuant to Section 2905(b)(4) of the Defense Base Closure and Realignment Act of 1990, Public Law 101-510, as amended, and the implementing regulations of the Department of Defense (32 CFR Part 175); and for and in consideration of the sum of _____ Dollars (\$_____) plus other good and valuable consideration, receipt of which is hereby acknowledged, GRANTOR does hereby release and quitclaim unto GRANTEE, its successors and assigns forever, all rights, title and interests it possesses in that real property known as Area C Southeast of former Naval Training Center (Main Base), in the City of Orlando, County of Orange, State of Florida, as more particularly described in **Exhibit "A,"** attached hereto and incorporated herein by reference;

TOGETHER WITH all of the buildings and other improvements, fixtures, equipment and other personal property located thereon (excluding groundwater monitoring wells or other environmental investigative or remedial structures, piping, equipment or systems); and all and singular tenements, hereditaments, appurtenances and improvements thereunto belonging, or in anywise appertaining thereto, including mineral rights, water rights, appurtenant easements, and rail and utility lines, which together with the real property described in **Exhibit "A"** hereto is hereinafter called the "PROPERTY."

TO HAVE AND TO HOLD all of the estate, rights, title, interests and claims whatsoever of the GRANTOR in and to the said PROPERTY, subject to all existing easements, restrictions and covenants or agreements affecting the PROPERTY. GRANTEE acknowledges and accepts the condition and state of repair of the PROPERTY, that the PROPERTY is conveyed "as is" and "where is" without any representation, promise, agreement, or warranty on

the part of the GRANTOR regarding such condition and state of repair and that the GRANTOR shall not be liable for any latent or patent defect in the PROPERTY, except to the extent required by applicable law and except for GRANTOR's obligations to remediate same as contained in this instrument.

A Finding of Suitability to Transfer (FOST) is attached as **Exhibit "B"** to the Deed and an Environmental Baseline Survey (EBS) report is referenced in the FOST. The FOST and EBS reference environmental conditions on the Property. Those restrictions and environmental conditions described in the FOST and EBS, which are applicable to the Property, are contained in this Deed. The FOST sets forth the basis for the GRANTOR's determination that the Property is suitable for transfer. The GRANTEE is hereby made aware of the notifications contained in the EBS and the FOST.

NOTICE OF LEAD BASED PAINT

GRANTOR hereby provides notice that all improvements on the PROPERTY are likely painted with lead-based paint ("LBP") and/or LBP primers on their exteriors and/or interiors as of the date of this DEED. GRANTEE is further advised that the GRANTOR shall assume no liability for any personal injury, illness, disability, or death to any person including, but not limited to, the GRANTEE, or to GRANTEE's successors, assigns, employees, agents, contractors, invitees, or any other person, including members of the general public, as may arise from exposure to LBP or any LBP hazard(s) on the PROPERTY after the date of this DEED, whether the GRANTEE, its successors or assigns, lessees or licensees has properly warned or failed to properly warn the individual(s) injured. A Lead Based Paint Hazard Disclosure and Acknowledgement Form (Non-Residential Structures) is provided as **Exhibit "C"** to this DEED and shall be executed by GRANTEE and a copy provided to GRANTOR promptly after the deed is executed.

NOTICE OF ASBESTOS-CONTAINING MATERIAL

GRANTOR hereby provides notice that all improvements on or beneath the PROPERTY may contain asbestos-containing materials (ACM) in or on their exteriors and/or interiors. GRANTEE is specifically advised as to the presence of suspected non-friable ACM primarily consisting of non-friable floor tiles and transite panels located in buildings on the PROPERTY. Asbestos surveys conducted by Cape Environmental Management, Inc.; in 1992, 1996 and 1998 provide additional information. These asbestos survey reports have been provided by separate correspondence. GRANTEE is advised that exposure to asbestos has been associated with asbestos-related diseases which can result in disability or death. GRANTEE is further advised that GRANTOR shall assume no liability for the failure of GRANTEE, or GRANTEE's successors or assigns, lessees or licensees to prevent personal injury, illness, disability, or death to any person including, but not limited to, the GRANTEE, or to GRANTEE's successors, assigns, employees, agents, contractors, invitees, or any other person, including members of the general public, incident to future use or occupancy of the PROPERTY due to harmful exposures to ACM which may occur during renovation or demolition activities or as a result of any failure to comply with all applicable Federal, state, and local laws relating to the removal, handling, transportation and disposal of any ACM on or beneath the PROPERTY regardless of whether the

GRANTEE, its successors or assigns, has properly warned or failed to properly warn the individual(s) injured.

NOTICE OF HAZARDOUS SUBSTANCE ACTIVITY

The information contained in this notice is required under the authority of regulations promulgated under Section 120(h) of the Comprehensive Environmental Response, Liability and Compensation Act (CERCLA or “Superfund”) 42 U.S.C. Section 9620(h).

There are no records to indicate that any hazardous substances were stored, released or disposed of in excess of their respective reportable quantities on the Property.

The GRANTOR covenants that any response action or correction action found to be necessary after such date of conveyance shall be performed by the United States.

Consistent with Section 120(h)(3)(A)(iii) of CERCLA, GRANTEE covenants that it shall allow and shall require its lessees and licensees to allow, both the GRANTOR and FDEP, and their employees, agents and contractors, access to the PROPERTY to undertake, or to oversee the undertaking of, all remedial or corrective actions found to be necessary after the conveyance of the PROPERTY. **Access under this covenant includes assurance that utility services will be provided to the PROPERTY using existing or alternate utility services satisfactory to the GRANTOR. Access under this covenant also includes access across this PROPERTY to access the adjoining Area C Northeast Parcel conveyed by separate deed.** The GRANTEE, for itself and its successors and assigns, agrees to cooperate in good faith with GRANTOR and FDEP to minimize any conflict between necessary environmental investigation and remediation and/or oversight activities and the operations of GRANTEE, and its successors and assigns, or of any lessee, sublessee or licensee of the PROPERTY. GRANTEE acknowledges that GRANTOR’s investigative and remedial activities shall take priority in all cases where a conflict may exist with GRANTEE’s, or its successors or assigns or any lessee’s, sublessee’s or licensees’s activities on the PROPERTY. GRANTEE shall have no claim on account of any such entries against GRANTOR or FDEP, or their officers, employees, agents, and contractors for any resulting business disruption or economic loss. These access rights are in addition to those granted to FDEP or any other Federal, State, and local authority under applicable Federal, State or local environmental laws and regulations. To facilitate such future cooperation, the following points of contact have been designated by the GRANTOR, GRANTEE and FDEP:

GRANTOR: Commander
Southern Division, Naval Facilities Engineering Command
ATTN: Director, Environmental Services Business Line
P.O. Box 190010
North Charleston, South Carolina 29419-9010

GRANTEE: _____

FDEP: Florida Department of Environmental Protection
Division of Waste Management
Federal Facilities Cleanup
2600 Blair Stone Road
Tallahassee, FL 32399-2400

The GRANTOR recognizes its obligations under Section 330 of the National Defense Authorization Act of 1993, as amended (Pub. L. No. 102-484).

GRANTEE covenants that it shall not or shall require its lessees and licensees to not discriminate upon the basis of race, color, religion, disability, or national origin in the use, occupancy, sale, or lease of the PROPERTY, or in their employment practices conducted thereon. GRANTOR shall be deemed a beneficiary of this covenant without regard to whether it remains the owner of any land or interest therein in the locality of the PROPERTY hereby conveyed and shall have the sole right to enforce this covenant in any court of competent jurisdiction.

EFFECTIVE the _____ day of _____, 2004.

UNITED STATES OF AMERICA
Acting by and through the Secretary
of the Navy, Naval Facilities Engineering
Command, Southern Division

WITNESSES:

Printed Name: _____

Printed Name: _____

By: E. R. NELSON, JR. Contracting Officer
Real Estate Contracting officer
Naval Facilities Engineering Command
Southern Division
2155 Eagle Drive
North Charleston, SC 29406

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____ 2004, by E. R. Nelson, Jr., whose title is Real Estate Contracting officer of the Naval Facilities Engineering Command, Southern Division and who is personally known to me.

CAROLINA

NOTARY PUBLIC, STATE OF SOUTH

My Commission expires: _____

Deed prepared by:
Bruce W. Joseph, Esq.
Department of the Navy
Southern Division
Naval Facilities Engineering Command

WHEN RECORDED RETURN TO:
